

**FIRST AMENDMENT TO LICENSE AGREEMENT BETWEEN
BROWARD COUNTY SUPERVISOR OF ELECTIONS AND CITY OF POMPANO BEACH**

This First Amendment ("First Amendment") is made by and between the Broward County Supervisor of Elections, a Broward County constitutional officer ("SOE"), and City of Pompano Beach, a municipal corporation ("City"), each a "Party" and collectively referred to as "Parties."

RECITALS

A. The Parties entered into a License Agreement (the "Agreement") with an effective date of November 5, 2021, for SOE to occupy, access, and use the Licensed Premises as one of SOE's permanent satellite office.

B. The Parties now desire to amend certain provisions in the Agreement for SOE to operate at the Licensed Premises a "permanent branch office" as that term is used in the Florida Election Code and as further described in the Florida Department of State in its Advisory Opinion DE 22-07 issued on October 4, 2022 ("AO DE 22-07").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Amendments to the Agreement made pursuant to this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
3. Exhibit B in the Agreement describing the Licensed Premises is replaced with the attached new Exhibit B.
4. Section 2.1 of the Agreement is amended as follows:

The term of this Agreement shall be effective for two (2) years commencing on the Effective Date ("Initial Term"). The Parties shall have the option to renew the Agreement for up to five (5) successive period(s) of two (2) years each (each 2-year extension shall be referred to as an "Extension Term"), which option shall be deemed to have been automatically exercised unless and until SOE or City provides written notice of its intent not to extend at least ~~sixty thirty~~ **30 60** calendar days prior to the commencement of an Extension Term. Each Extension Term shall be on the same terms and conditions as provided in this Agreement for the Initial Term. The Initial Term, and each Extension Term exercised by SOE, are collectively referred to in this Agreement as the "Term."

5. Section 3.1 of the Agreement is amended as follows:

SOE may use and occupy the Licensed Premises only to operate a permanent **SOE branch office (as that term is used in the Florida Election Code and described in AO DE 22-07)**, which may include providing direct services to members of the public and other **activities related to the SOE's operation of a permanent branch office** ("Permitted Use"). SOE and its employees, agents, members, visitors, and invitees will have access to the Licensed Premises for the Permitted Use. The City shall provide a storage space on City Property at a location mutually agreeable to the Parties to be used by SOE for storage in connection with the Permitted Use. Except for the 45-day period before any election, SOE is authorized to use the Licensed Premises during such hours as are designated by SOE and agreed to in writing by the Assistant City Manager between the hours of 6:00 a.m. and 6:00 p.m. During the 45-day period before any election, SOE is authorized to use the Licensed Premises up to 24-hours per day during the hours designated by SOE and agreed to in writing by the Assistant City Manager. If the hours designated by SOE fall outside of the hours of operation of the City Property, SOE shall be responsible for providing security during the hours when the City Property is not operating and for instituting appropriate protocols to ensure the safety of its employees and customers. The Licensed Premises shall not be used for any other purpose ~~whatsoever~~ **by the SOE** or during any other hours without City's prior written consent.

6. Section 10. Termination is amended as follows:

This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for convenience by City, but City shall not have the right to terminate for convenience during the period commencing sixty (60) days before and ending fifteen (15) days after any state or federal election where the Licensed Premises are to be used by SOE as an early voting site or where SOE will be placing a vote by mail ballot drop box. Termination for convenience by City shall be effective on the termination date stated in the written notice provided by City, which termination date shall be not less than thirty (30) days after the date of such written notice. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

7. Section 13. Notices is amended as follows:

In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

To City:

Brian Donovan
Assistant City Manager
100 West Atlantic Boulevard,
Pompano Beach, Florida 33060
Email: brian.donavan@copbfl.com

To SOE:

Joe Scott
Supervisor of Elections of Broward County
Broward County Governmental Center, Suite 102
115 S. Andrews Avenue
Fort Lauderdale, Florida 33301
Email: ~~JScott@broward.soe.org~~ jscott@browardvotes.gov

With copy to:

~~**Nathaniel A. Klitsberg**
Office of the County Attorney
Broward County Governmental Center, Suite 423
115 S. Andrews Avenue
Fort Lauderdale, Florida 33301
Email: nklitsberg@broward.org~~

Devona A. Reynolds Perez
Office of the County Attorney
Broward County Governmental Center
115 S. Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Email: dreynoldsperez@broward.org

8. Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes, and each Party shall comply with its respective obligations as provided by law.
9. Signage. In connection with SOE's Permitted Use of the Licensed Premises, SOE is permitted to place directional signage on City Property for SOE guests. All SOE signage and location sites for signage shall receive prior written approval from the City Manager or their designee.
10. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the terms

hereof shall be predicated upon any prior representations or agreements, whether oral or written.

11. This First Amendment has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.
12. The effective date of this First Amendment shall be the date of complete execution by the Parties.
13. This First Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[SIGNATURE PAGES AND EXHIBITS FOLLOW]

WHEREAS, the Parties have made and executed this License Agreement between City of Pompano Beach and the Broward County Supervisor of Elections on the respective dates under each signature: JOE SCOTT, in his capacity as SUPERVISOR OF ELECTIONS OF BROWARD COUNTY, and CITY OF POMPANO BEACH, signing by and through the undersigned City Officials, duly authorized to execute same, by and through its CITY COMMISSION.

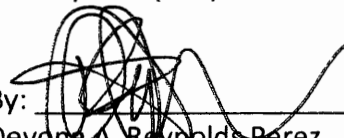
BROWARD COUNTY SUPERVISOR OF ELECTIONS


BROWARD COUNTY SUPERVISOR OF ELECTIONS

By:  _____
JOE SCOTT

31st day of July, 2023

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By:  _____ 7/31/2023
Devona A. Reynolds-Perez (Date)
Assistant County Attorney

By:  _____ 7/31/23
Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

DRP/ck
First Amendment to Pompano Beach License Agreement
06/02/2023
iManage file #: 1037211v1

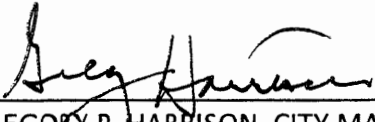
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CITY

CITY OF POMPANO BEACH

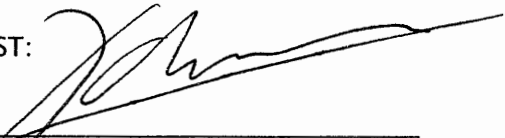
By: 

REX HARDIN, MAYOR

By: 

GREGORY P. HARRISON, CITY MANAGER

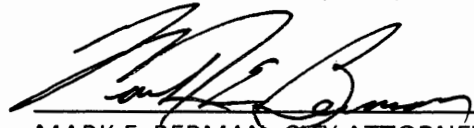
27th day of July, 2023

ATTEST: 

KERVIN ALFRED, CITY CLERK

(SEAL)

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:



MARK E. BERMAN, CITY ATTORNEY

NEW EXHIBIT B

Description of Licensed Premises

The designated space provided by the City for the Licensed Premises shall be Room #115, as designated on the Larkins Center Floor Plan depicted below.

TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS ARE IN COMPLIANCE WITH THE APPLICABLE BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 626 AND CHAPTER 632.

CONTRACTOR TO PROVIDE HANDING BY WALLS TO RECEIVE GRAB BARS, RAILS, CABINETS AND OTHER COMPONENTS TO COMPLY WITH CHAPTER 6, FAIR HOUSING ACT AND FAC SECTION 4.06.3

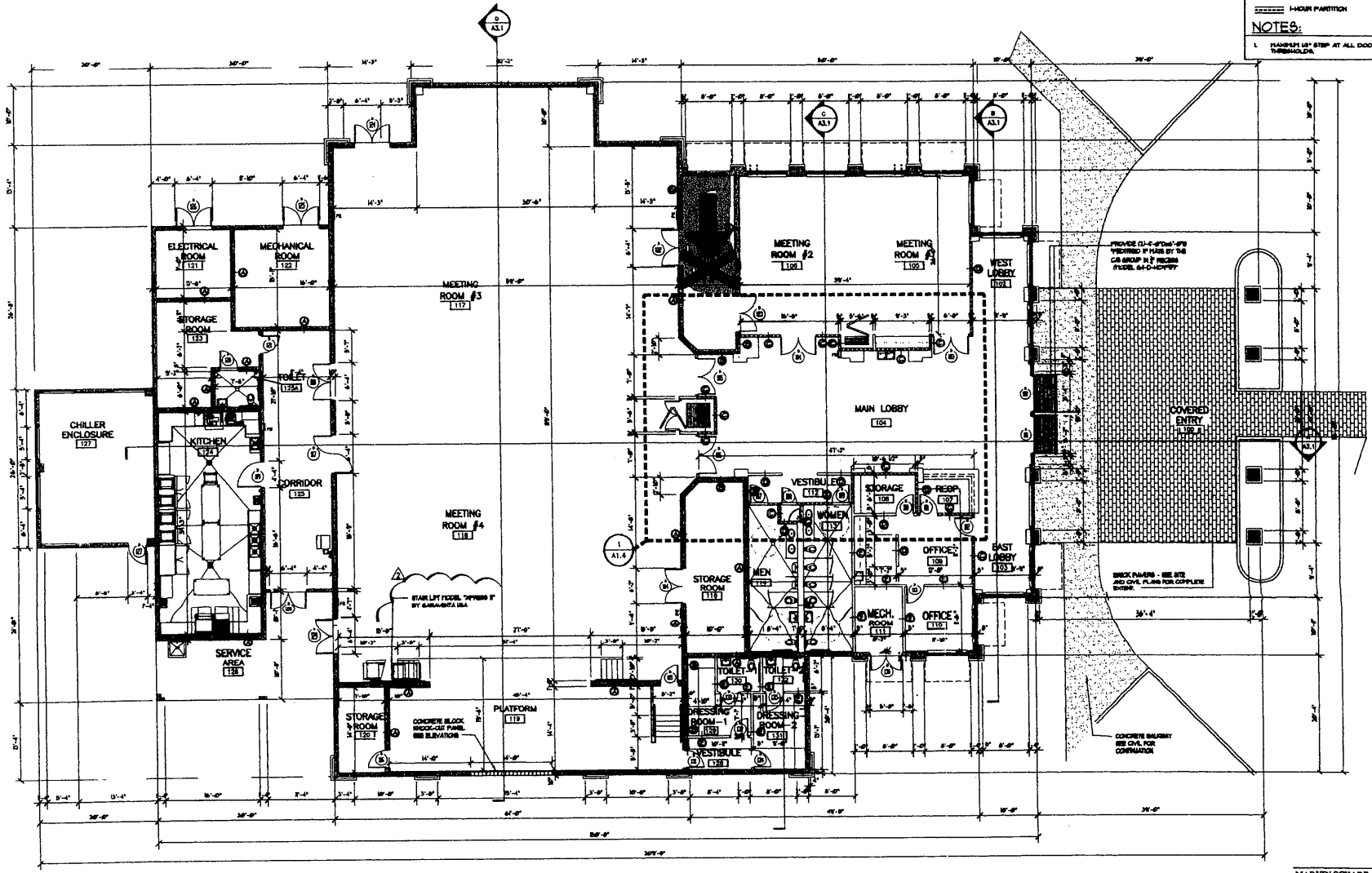
SYMBOL LEGEND

- MALL TYPE - SHEET A-3
- ALL ROOMOR PARTITIONS ARE TYPE "A" UNCL.
- DOOR NUMBER - SHEET A-3
- ROOM NUMBER
- ▬ 2x4 OR 2x6 PIPE EXTENSION
- ▬ 1-HOUR PARTITION

NOTES:

1. HANDS UP STEP AT ALL DOOR THRESHOLDS.

| NO. | REVISIONS | DATE |
|-----|-----------|------|
| 1 | REVISION | |
| 2 | REVISION | |
| 3 | REVISION | |
| 4 | REVISION | |
| 5 | REVISION | |
| 6 | REVISION | |
| 7 | REVISION | |
| 8 | REVISION | |
| 9 | REVISION | |
| 10 | REVISION | |



CONSULTANT:

NORTHWEST MULTI-PURPOSE CENTER FOR THE CITY OF POMPANO BEACH, FLORIDA
 MARTIN LUTHER KING JR. BOULEVARD
 POMPANO BEACH, FLORIDA

SCHARF
 ARCHITECTS
 1000 N.W. 10th Street
 Pompano Beach, Florida 33069
 Phone: 954-781-1111
 Fax: 954-781-1112

DRAWING TITLE:
 FLOOR PLAN

DRAWN: OFZ/MS
 CHECKED: CPZ
 DATE: 04-16-2009
 SCALE: AS NOTED
 PROJECT NO.: 22H
 SHEET:

A1.1
 of 1

FLOOR PLAN
 SCALE: 1/8" = 1'-0"

MARVIN SCHARF, A.I.A.
 REGISTERED ARCHITECT NO. 01007
 STATE OF FLORIDA